

No. 395, dated the 30th April, 1971

Forwarded (four copies) to the Secretary to Government, Haryana, Labour and Employment Departments, Chandigarh, as required under section 15 of the Industrial Disputes Act, 1947.

Dated the 30th April, 1971

O. P. SHARMA,
Presiding Officer,
Industrial Tribunal, Haryana,
Faridabad.

The 18th/20th May, 1971

No. 5093-4-Lab-71/16159.— In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Labour Court, Haryana, Rohtak in respect of the dispute between the workmen and the management of M/s Tempo Engineering Works, Gurgaon.

BEFORE SHRI P. N. THUKRAL, PRESIDING OFFICER, LABOUR COURT, HARYANA,
ROHTAK

Reference No. 51 of 1970

between

SHRI CHAMAN PARKASH SHEDA, C/O GENERAL SECRETARY, GURGAON ENGINEERING
WORKERS UNION, GURGAON AND THE MANAGEMENT OF M/S TEMPO ENGINEERING
WORKS, GURGAON

Present.—

Shri Shardha Nand, for the Workman.

Shri D. C. Chaddha, for the management.

AWARD

Shri Chaman Parkash was in the service of M/s Tempo Engineering Works, Gurgaon. His services were terminated and this gave rise to an industrial dispute. Accordingly the Governor of Haryana in exercise of the powers conferred by clause (c) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947, referred the following dispute to this Court for adjudication,—*vide* Gazette notification No. ID/CG/56-C-70/23258, dated 3rd August, 1970.

“Whether the termination of services of Shri Chaman Parkash Sheda was justified and in order. If not ; to what relief is he entitled ?

On receipt of the reference usual notices were issued to the parties in response to which a statement of claim was filed on behalf of the workman and the management filed their written statement. It is pleaded on behalf of the management that the workman was irregular in attendance and so a show cause notice, dated 17th January, 1970 was served on him but the workman again absented himself on the next day, i.e., 18th January, 1970 and when required to explain his absence he admitted his fault and apologised. It is alleged that the workman applied for 10 days leave on 19th January, 1970 which was not sanctioned and this fact was noted by the workman himself, but all the same he absented himself thereafter nothing was heard of him. A letter, dated 28th January, 1970 was received from the workman purporting to be a reply to the letter, dated 17th January, 1970 in which a very abusive language was used and so the management served a consolidated charge sheet on him. The workman gave a reply to this charge-sheet in a very intemperate language which could not be tolerated and so his services were terminated with effect from 23rd February, 1970. It is further stated that a compromise was arrived at before the Labour Officer-cum-Conciliation Officer and the matter was finally settled. My learned predecessor Shri O. P. Sharma framed the following issues :—

- (1) Whether there has been a settlement between the parties. If so ; to what effect ?
- (2) Whether the termination of services of Shri Chaman Parkash was justified and in order. If not ; to what relief is he entitled ?

Issue No. 1.—Shri S. L. Gupta, proprietor of the respondent concern has stated that there were no outstanding dues to which the workman was entitled, however, he made an application for the recovery of his wages due to him. According to the management only Rs 97.72 were due to him on account of his 16 days wages but in order to settle the whole dispute once for all a sum of Rs 168 or Rs 180 were paid to him. The stand taken up

by the management does not appear to be correct. The original deed of settlement has not been proved. Even the management is not certain as to the exact amount paid to the workman. Ex. W.W. 1/1 is a copy of the application which the workman made before the authority appointed under the Payment of Wages Act, 1936. According to this application the total amount claimed by the workman was Rs 416.00 on account of his salary and bonus, etc. It can not, therefore, be said that the workman received Rs 168 or Rs 180 in full and final settlement claim that is he also gave up his claim for re-instatement. I accordingly find this issue not proved.

Issue No. 2.—It is satisfactorily established that the termination of the services of the workman was justified. The workman was absent from duty from 19th January, 1970 onwards without any justification whatsoever. The workman in his evidence admits that he gave an application, Ex. M.W. 1/3 for 10 days leave for going to Kanpur. Since the workman did not even give the reason as to why he wanted to go to Kanpur, the management could not possibly sanction such an application. Shri Gupta proprietor of the respondent concern has also stated that no leave was due to the workman. The workman did not bother about the orders of the management and even after noting the fact that his leave had been refused, he went away. In his evidence the workman has explained that his brother stays at Kanpur and he had to go to bring his sister-in-law and so he went away. This is not how a responsible workman should behave. The workman was called upon to explain his late attendances and his absence from duty. The explanation, Ex. M.W. 1/5 which the workman gave in reply to this letter is also very rudely worded. In para No. 4 of the explanation the workman writes, "You have been promising my outstanding bonus to pay soon, but the same has not been paid so far. Why So? Please explain". In para No. 6 he writes, "The contents of your letter and misbehaviour with all staff clearly shows that your factory is under debt and by having any fair or foul excuse you wish the workers to be off". In para No. 3, the workman explained the reasons for his late attendance on 17th January, 1970 in the following words :—

"On 17th January, 1970 I attended the factory at 8.55, and you must know that my mother was serious which was already in your notice and I demanded the pay (which was to be paid by you on or before 7th of each month and you always failed in this connection), but you left for Delhi even on 16th January and deceived me too much which is beyond humanity. Please explain why did you do so ?

The whole tenor of the so called explanation, Ex. M.W. 1/5 is that the workman considered himself, to be the boss and the management was his subordinate. Shri S. L. Gupta Proprietor of the respondent concern has rightly explained in his evidence that the behaviour of the workman was intolerable and it became impossible to detain him in service. The workman could not obviously absent himself even after noting the orders passed on his application that his leave has been refused. It has not been suggested on behalf of the workman, that a leave was rejected by the management malafide. The workman has lost his service by reason of his haughty attitude and unauthorised absence. In my opinion, the action of the management in terminating his services is fully justified. The workman is not entitled to any relief. I give my award accordingly. No order as to costs.

P. N. THUKRAL,
Presiding Officer,
Labour Court, Haryana, Rohtak.

Dated the 15th May, 1971.

No. 787, dated Rohtak, the 6th May, 1971.

Forwarded (four copies) to the Secretary to Government, Haryana, Labour and Employment Department, Chandigarh, as required under section 15 of the Industrial Disputes Act, 1947.

P. N. THUKRAL,
Presiding Officer,
Labour Court, Haryana, Rohtak.

The 18th May, 1971

No. 5092-41ab-71/16162.—In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of Presiding Officer, Industrial Tribunal, Haryana, Faridabad in respect of the dispute between the workmen and the management of M/s Jind Wood Works (P) Ltd., Faridabad.

BEFORE SHRI O. P. SHARMA, PRESIDING OFFICER, INDUSTRIAL TRIBUNAL,
HARYANA, FARIDABAD

Reference No. 108 of 1970

between

THE WORKMEN AND THE MANAGEMENT OF M/S JIND WOOD WORKS (P) LTD.,
FARIDABAD

Present,—

Shri Roshan Lal Sharma, for the workmen.

Nemo, for the management.

AWARD

The Governor of Haryana, in exercise of the powers conferred under clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal, *vide* — order No. ID/FL/436 B/23479, dated 31st August, 1970.

Whether the workmen are entitled to uniforms. If so, with what details and from which date?

On receipt of the reference usual notices were given to the parties. Claim statement on behalf of the workmen was filed on 25th August, 1970. Service of the management has, however, not been effected inspite of as many as 9 adjournments having been given in the case for this purpose and the notice issued from time to time per reiterated cover have been received back with the reports that the factory has since been closed. The workmen were directed *vide* order dated 29th March, 1971, to appear and make their statements to contradict the aforesaid reports with regard to the closure of the factory if they so liked but in spite of three adjournments having been given for the purpose, none of the workmen has come forward to state, that the factory has in fact not been closed and is still working.

In view of the above, no further proceedings are called for in the case and the presumption is irresistible that the workmen are not interested in the demand for uniforms, the subject matter of the present reference obviously because of the closure of the factory. I, therefore, make a "No dispute" award in the case.

O. P. SHARMA,

Presiding Officer,

Industrial Tribunal, Haryana,
Faridabad.

Dated the 11th May, 1971.

No. 456, dated 11th May, 1971

Forwarded (four copies) to the Secretary to Government, Haryana, Labour and Employment Departments, Chandigarh, as required under section 15 of the Industrial Disputes Act, 1947.

O. P. SHARMA,

Presiding Officer,

Industrial Tribunal, Haryana,
Faridabad

Dated 11th May, 1971.

No. 5096-4Lab-70/16164.—In pursuance of the provisions of Section 17 of the Industrial Disputes Act, 1947, (Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Labour Court, Haryana, Rohtak in respect of the dispute between the workmen and the management of M/s Amar Engineering Co., Hissar Road, Rohtak.

BEFORE SHRI P. N. THUKRAL, PRESIDING OFFICER, LABOUR COURT, HARYANA,
ROHTAK.

Reference No. 21 of 1971

between

Shri Tirlok Chand C/o Shri S. N. Vats of Engg. Workers Union (Regd), Rohtak and the management of M/s Amar Engg. Co; Hissar Road, Rohtak.

Present :—

Shri Tirlok Chand workman and Shri S. N. Vats, for the workmen.

Memo: for the management.

AWARD

Shri Tirlok Chand was in the service of M/s. Amar Engg. Co., Hissar Road, Rohtak. His services have been terminated and this gave rise to an industrial dispute. Accordingly the Governor of Haryana in exercise of the powers conferred by clause (c) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947, referred the following dispute to this Court for adjudication,—*vide* Gazette Notification No. ID/RK/191 A/70/6109, dated N.II.

“whether the termination of services of Shri Tirlok Chand was justified and in order. If not; to what relief is he entitled ?

On receipt of the reference usual notices were issued to the parties. The personal service of the management has been effected but nobody appeared on their behalf. The evidence of the workman has been recorded. He says that he was working for the respondent company from the last 1½ years and getting Rs. 275/- P.M. He says that the management terminated his services on 24th September, 1970 without disclosing him to any reason. It is thus satisfactorily established by the evidence of the workman that the termination of his services was not justified. He is entitled to be re-instated with continuity of service and full back wages. I give my award accordingly. No order as to costs.

(P. N. THUKRAL)

Presiding Officer,

Labour Court Haryana,
Rohtak.

Dated 6th May, 1971

No. 781, dated Rohtak, the 6th May, 1971.

Forwarded (four copies) to the Secretary to Government of Haryana, Labour and Employment Departments, Chandigarh as required under section 15 of Industrial Disputes Act, 1947.

(P. N. THUKRAL)

Presiding Officer,

Labour Court, Haryana,
Rohtak.

No. 5104-4-Lab-71/16166.—In pursuance of the provisions of section 17 of the Industrial Disputes Act 1947 (Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Industrial Tribunal, Haryana, Faridabad in respect of the dispute between the workmen and the management of M/s Haryana Woollen and General Mills (P) Ltd., Panipat.

BEFORE SHRI O.P. SHARMA, PRESIDING OFFICER, INDUSTRIAL TRIBUNAL, HARYANA
FARIDABAD

Reference No. 7 of 1971

between

The workmen and the management of M/s Haryana Woollen and General Mills, (P)., Ltd., Panipat.

Present.—

Shri Raghbir Singh for the workmen.

Shri Roshan Lal Gupta for the management.

AWARD

The Governor of Haryana, in exercise of the powers conferred under clause (d) of sub section (1) of section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal,—*vide* order No. ID/KNL/18-A/3141, dated 25th January, 1971.

Whether the action of the management in not giving preference to Shri Surinder Kumar for re-employment before employing new workers was justified and in order ? If not; to what relief is he entitled ?

On receipt of the reference usual notices were given to the parties and they filed their respective statements. It has been contended on behalf of Shri Surinder Kumar concerned workman that he was brought under retrenchment,—vide notice dated 18th March, 1969 but subsequently fresh workers namely, Ram Hari, Hargolal, Ram Mangal, Nanu Ram Spinner had been employed by the management in the day shift ignoring his preferential right of re-employment in contravention of the provisions of section 25(H) of the Industrial Disputes Act, 1947. With the above averment in brief, it was prayed that the management should be directed to appoint him with effect from 27th January, 1971 with full back wages at the rate of Rs 140 per mensem.

The management contested the above claim of Shri Surinder Kumar and raised some preliminary objections in the written statement filed in the case on 16th February, 1971. In the first instance, it was contended that there was no industrial dispute between the parties within the meaning of section 2A of the Industrial Disputes Act as the demand, the subject-matter of reference, had not arisen out of any dispute in respect of dismissal, discharge, retrenchment, or termination of services of the workman. It was further pleaded that this workman had previously raised a demand against the termination of his services when a mutual settlement had been brought about between the parties before the Conciliation Officer and it had been agreed that the order of the termination of his services would be treated as one of retrenchment and he would be assigned duty as soon as the second shift in the factory started. A copy of the alleged settlement dated 30th April, 1969 was also filed along with the written statement and it was urged that in view of this settlement and the withdrawal of the previous dispute by the workman the present reference was barred.

In the rejoinder filed on behalf of the workman the aforesaid contentions were refuted although the said settlement and withdrawal of the previous dispute was not denied.

The following issues arising from the pleadings of the parties were framed on 17th March, 1971:—

- (1) Whether the present dispute is not an industrial dispute as defined under section 2A of the Industrial Disputes Act, 1947? If so, with what effect? (On management).
- (2) If issue No. 1 is not proved whether the present reference is barred in view of the settlement dated 30th April, 1969 between the parties? (On management)
- (3) What is the effect of the withdrawal of the previous dispute as per reference No. 150 of 1970 by the workmen? (On parties)
- (4) Whether the action of the management in not giving preference to Shri Surinder Kumar for re-employment before employing new workers was justified and in order? If not; to what relief is he entitled?

Issues Nos. 1, 2 and 3 which are preliminary issues and interconnected have been taken up first. The parties have led no evidence with regard to these issues except for placing reliance upon some documents pertaining to the previous dispute and the settlement arrived therein which are more or less admitted facts as already observed.

Arguments have been addressed on both sides and I have given a very careful consideration to the facts on record. It is common ground between the parties that Shri Surinder Kumar had previously raised a demand on the management,—vide his application dated 18th March, 1969 and demand notice dated 2nd April, 1969 and that during the conciliation proceedings a settlement had been arrived at between the parties, as per terms and conditions mentioned in the Memorandum of settlement dated 30th April, 1969 executed before the Conciliation Officer as contemplated under section 12(3) of the Industrial Disputes Act, 1947. The important terms of this settlement relevant for the decision of the present reference was that Shri Surinder Kumar who was to be treated as retrenched with effect from 7th April, 1969 would be re-employed as and when the second shift re-started working in the mill of which intimation had to be given to him through registered notice. This settlement has not been disputed on behalf of the workman. It has further been admitted that the second shift in the mills had actually re-started working on 27th January, 1971 and he had been re-called on duty. This shift had, however, to be discontinued on account of the shortage of the power supply in the State, with the result that Shri Surinder Kumar had again to go out of work.

It further transpires that Shri Surinder Kumar had again served the management with the demand notice dated 5th March, 1970 leading to reference No. 150 of 1970 for adjudication of the propriety or otherwise of the alleged action of the termination of his services by the management. He had, however, subsequently withdrawn that reference and on his request the present reference was made by the Government allegedly without any fresh demand notice. It is not necessary to go into the question as to whether the present reference was preceded by any demand notice or not. The main question that arises for consideration in the case is whether the present dispute is covered by the provisions of section 2A of the Industrial Disputes Act or not. Admittedly the dispute has not been espoused by any trade union or other workmen of the industrial establishment concerned and it is a dispute brought by Shri Surinder Kumar in his individual capacity. The provisions of section 2A of the Industrial Disputes Act are quite clear on the point and may usefully be reproduced as under:—

Section 2A.—Where any employer discharges, dismisses, retrenches or otherwise terminates the services of an individual workman, an, any dispute or difference between that workman and his employer

connected with, or arising out of, such discharge, dismissal, retrenchment or termination shall be deemed to be an industrial dispute notwithstanding that no other workman nor any union of workmen is a party to the dispute.

The plain reading of the above provisions of law would show that only such disputes as have arisen from the discharge, dismissal, retrenchment or otherwise termination of the services of the individual workman can be raised without the espousal of the other workmen or their union. If the dispute does not fall within the purview of section 2A of the aforesaid, it has got to be espoused in the prescribed manner to validate a reference for the adjudication of the dispute by the Tribunal. Taking into consideration the facts of the instant case, as discussed above, I have no doubt whatever in concluding that the present dispute is not covered by section 2A of the Industrial Disputes Act. There is nothing to indicate that the management had dismissed, discharged or otherwise terminated the services of this workman or it had brought him under retrenchment as understood by the provisions of the Act. According to his own showing his services had previously been terminated and he had raised a dispute with respect to that termination of his services, however, a settlement was brought about between him and the management under section 12(3) of the Industrial Disputes Act which was duly attested by the Conciliation Officer. According to that settlement it was agreed by him that the order of the termination of his services might be treated as one of retrenchment with effect from the particular date with the conditions that he would be re-employed as soon as the second shift re-started working in the mills. Obviously he could not get out of the settlement which as such has been admitted by him. As pointed out above this settlement had been acted upon between the parties in that Shri Surinder Kumar had been re-called on duty on 27th January, 1971 when the second shift in the mills had re-started working which had, however, to be stopped again after a few days on account of the shortage of the power supply in the State, but that was no fault of the management.

It has been argued on behalf of the workman that some fresh workers have been employed in the first shift in total disregard of the preferential right of re-employment of this workman, as contemplated under section 25(4) of the Industrial Disputes Act. I am afraid the aforesaid provisions of the Act have no application to the present case. In view of the specific agreement between the parties that Shri Surinder Kumar had to be re-called on duty only when the second shift had re-started working in the mills. The first shift in the mills was already working at the time of the said settlement. If it was the intention of the parties at the time of the making of the said settlement that he had to be given the first opportunity for employment there should have been no mention of the re-starting of the second shift in the mills in particular. It, therefore, follows that the right of re-employment of this workman accrued or would have accrued only when the working of the second shift in the mills re-started and the management had never disputed this right.

That disposes of issues Nos. 1, 2 and 3 which, for the reasons stated above are found against the workman and in favour of the management. In the circumstances, no further proceedings are called for in the case as the present reference being incompetent for want of an industrial dispute between the workman and the management concerned stands to be rejected. I make the award accordingly but there shall be no order as to costs.

The 3rd May, 1971.

O. P. SHARMA,
Presiding Officer,
Industrial Tribunal, Haryana,
Faridabad.

No. 418, dated the 7th May, 1971

Forwarded (four copies) to the Secretary to Government, Haryana, Labour and Employment Departments, Chandigarh, as required under section 15 of the Industrial Disputes Act, 1947.

O. P. SHARMA,
Presiding Officer,
Industrial Tribunal, Haryana,
Faridabad.

The 3rd May, 1971.

No. 5103-4-Lab-71/16168.—In pursuance of the provisions of section 17 of the Industrial Disputes Act 1947 (Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Industrial Tribunal, Haryana, Faridabad, in respect of the dispute between the workmen and the management of M/s Samrat Woollen Mills, Panipat.

BEFORE SHRI O. P. SHARMA, PRESIDING OFFICER, INDUSTRIAL TRIBUNAL, HARYANA,
FARIDABAD

Reference No. 15 of 1971

between

THE WORKMEN AND THE MANAGEMENT OF M/S SAMRAT WOOLLEN MILLS, PANIPAT,

Present—

Shri Raghbir Singh and Som Parkash for the workmen.

Nemo for the management.

AWARD

An industrial dispute existing between the management of M/s Samrat Woollen Mills, Panipat and its employees Sarvshri Pala Ram, Gordhan Dass and Pirthi Singh was referred for adjudication to this Tribunal,—*vide* order No. ID/8374, dated 19th March, 1971 of the Governor of Haryana, in exercise of the powers conferred by clause (d) of Sub-section (1) of Section 10 of the Industrial Disputes Act, 1947, with the following term of reference.

Whether the retrenchment of Sarvshri Pala Ram, Gordhan Dass and Pirthi Singh were justified and in order? If not; to what relief are they entitled?

On receipt of the reference usual notices were given calling upon the parties to put in their respective statements with regard to the dispute under reference. The workmen put in their claim statement on 12th April, 1971 the date fixed in the case but none appeared on behalf of the management in spite of service nor was any request received from the management for adjournment of the case for the purpose. The case was therefore ordered to be taken up *ex parte* against the management.

In the claim statement filed on behalf of the workmen it has been urged that they were brought under retrenchment without any justification,—*vide* notice dated 13th January, 1970 which were illegal and not in the prescribed form, that the factory was still working and the reason of the closure of the factory given in the notice was wrong and against the facts, that the management had retained the services of junior persons besides recruiting new workers in place of the applicants that the termination of the services of the applicants by way of retrenchment being illegal and without justification, they served the management with the demand notice, dated 4th April, 1970, 31st March, 1970 and 31st March, 1970 respectively but without any response from the management and hence the reference. It was further averred that the management had not implemented the Minimum Wage Notification and other legal laws since they had raised a protest in this behalf had been victimised by issuing the retrenchment notice which deserve to be struck down as being illegal and unjustified. In support of their above contentions Sarvshri Pala Ram, Gordhan Dass and Pirthi Singh, concerned workmen have made their statements on oath to the effect that they had been in the service of the management for more than 1 year but had been brought under retrenchment with effect from 8th February, 1970,—*vide* notices dated 13th January, 1970 Ex.W.W.1/1, Ex.W.W.2/1, Ex.W.W.3/1, without paying them any retrenchment compensation excepting the wages till 8th February, 1970 and that the factory had been regularly working since March, 1970 and fresh workers had been appointed in complete disregard of their rights of re-employment.

I have very carefully considered the facts on record and the contentions raised by the learned representative of the workmen. According to the sworn testimony of the workmen they had been in the service of the management for a period of more than one year and their retrenchment from service was brought about with effect from 8th February, 1970,—*vide* retrenchment notices dated 13th January, 1970, Ex. W.W.1/1, W.W.2/1, W.W.3/1 on record. A perusal of these notices would show that the factory was being closed indefinitely as the management was not in a position to run it. It was further stated that intimation would be given to them within a week of re-starting of the factory. The workmen have unanimously deposed that the factory has been regularly working since March, 1970 but they have not been re-called to join their respective duties. It is further clear from the testimony of the workmen that they were not paid any retrenchment compensation nor is there any mention about it in the retrenchment notices referred to above. There is apparently no reason to disbelieve the sworn testimony of all the three workmen especially when the management has chosen not to appear and take part in the proceedings in spite of due service.

The relevant provisions of law as given in section 25(F) of the Industrial Disputes Act are quite clear on the point and may usefully be reproduced as under :—

Section 25F

No workman employed in any industry who has been in continuous service for not less than one year under employer shall be retrenched by that employer until—

- (a) the workman has been given one months' notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice :

Provided that no such notice shall be necessary if the retrenchment is under an agreement which specifies a date for the termination of service;

- (b) the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days average pay for every completed year of continuous service or any part thereof in excess of six months ; and

- (c) notice in the prescribed manner is served on the appropriate Government or such authority as may be specified by the appropriate Government by notification in the official Gazette.

As already observed the workmen were paid only their wages up to 8th February, 1970 from which date their retrenchment from service had taken effect but no retrenchment compensation was paid to them as required

by law and even the retrenchment notices are silent on this point. The retrenchment of these workmen being thus in clear violation of the mandatory provisions of law, as laid down under section 25F(b) of the Act referred to above, the same has to be struck down as being illegal. As stated by the workmen the factory had re-started working after about a month only and, workers had been recruited in complete dis-regard of their rights of re-employment, as laid down in section 25(H) of the Act.

For the reasons aforesaid the retrenchment of Sarvshri Pala Ram, Gordhan Dass and Pirthi Singh is held to be illegal and unjustified and they are entitled to be reinstated with continuity of their previous service and full back wages. The award is made accordingly but without any order as to costs.

O.P. SHARMA,
Presiding Officer,
Industrial Tribunal, Haryana, Faridabad.

Dated 7th May, 1971.

No. 417, dated 7th May, 1971

Forwarded (four copies) to the Secretary to Government, Haryana, Labour and Employment Departments, Chandigarh, as required under section 15 of the Industrial Disputes Act, 1947.

O.P. SHARMA,
Presiding Officer,
Industrial Tribunal, Haryana, Faridabad.

Dated 7th May, 1971.

No. 5097-4Lab-71/16170.— In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Labour Court, Haryana, Rohtak in respect of the dispute between the workmen and the management of M/s K. B. Electrical Industries, 14, Mile Stone, Faridabad.

**BEFORE SHRI P. N. THUKRAL, PRESIDING OFFICER, LABOUR COURT,
HARYANA, ROHTAK**

Reference No. 202 of 1970

Between

**SHRI JASWANT CHAND SON OF SHRI RAM DASS C/O SHRI BHIM SINGH YADAV 1A/50,
N. I. T. FARIDABAD AND THE MANAGEMENT OF M/S K. B. ELECTRICAL INDUSTRIES
14 MILE STONE, FARIDABAD**

Present :—

Shri Jaswant Chand workmen and Shri Bhim Singh, for the workmen.
Nemo, for the management.

AWARD

Shri Jaswant Chand was in the service of M/s. K. B. Electrical Industries, 14 Mile Stone, Faridabad. His services were terminated and this gave rise to an industrial dispute. Accordingly the Governor of Haryana, in exercise of the powers conferred by clause (c) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Court—vide Government Gazette Notification No. ID/FD/111-A/36138, dated 3rd November, 1970.

Whether the termination of services of Shri Jaswant Chand was justified and in order? If not; to what relief is he entitled.

On receipt of the reference usual notices were issued to the parties under registered cover acknowledgement due. Notice sent to the management was received back with the endorsement, "refused." A fresh notice was ordered to be issued to the management for 23rd March, 1971 and this time the service of the management was effected but still nobody appeared on their behalf. Accordingly the workman was ordered to produce evidence in support of his claim and his evidence was recorded on 20th April, 1971.

The workman in his evidence has stated that he joined the respondent concern in the year 1969 at Rs 170 per month and on 26th March, 1970 his services were terminated without intimating any reason and his wages were also not paid. The workman has further stated that he has not been able to find any other employment. It is satisfactorily established by the evidence of the workman that the termination of his services by the management was not justified and he is entitled to be re-instated with continuity of service and full back wages. I give my award accordingly. No order as to costs.

Dated 6th May, 1971.

P. N. THUKRAL,
Presiding Officer,
Labour Court, Haryana,
Rohtak.

No. 782, dated the 5th May, 1971

Forwarded (four copies) to the Secretary to Government, Haryana, Labour and Employment Departments, Chandigarh, as required under Section 15 of the Industrial Disputes Act, 1947.

P. N. THUKRAL,

Presiding Officer,
Labour Court, Haryana,
Rohtak.

Dated 30th March, 1971.

No. 5095-4Lab-70/16173.—In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Labour Court, Haryana, Rohtak, in respect of the dispute between the workmen and the management of M/s Chhabra Industries, Bahadurgarh.

BEFORE SHRI P.N. THUKRAL, PRESIDING OFFICER, LABOUR COURT, HARYANA,
ROHTAK

Reference No. 22 of 1971

between

SHRI RAM KISHAN WORKMAN C/O BAHADURGARH POTTERIES AND GENERAL
LABOUR UNION, BAHADURGARH (ROHTAK) AND THE MANAGEMENT
OF M/S CHABRA INDUSTRIES, BAHADURGARH.

Present:—Shri Rajinder Singh Dahiya, for the workman.

Nemo ; for the management.

AWARD

Shri Ram Kishan was in the service of M/s. Chhabra Industries, Bahadurgarh. His services were terminated and this gave rise to an industrial dispute. Accordingly the Governor of Haryana in exercise of the powers conferred by clause (c) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947, referred the following dispute to this Court for adjudication,—*vide* Gazette Notification No. ID/RK/134-A-70/6103, dated 9th February, 1971.

“Whether the termination of service of Shri Ram Kishan was justified and in order. If not, to what relief is he entitled ?

On receipt of the reference usual notices were issued to the parties in response to which a statement of claim was filed on behalf of the workman. The management have simply sent their written reply by post in which it is stated that the dispute between the parties has been amicably settled and an application bearing the signature of the workman and addressed to this Court has been also forwarded. The workman in this application has stated that the dispute between the parties has been settled and the management have paid his Rs 145/- by way of wages for remaining days, leave period wages and notice pay etc. and that he has received this amount in full and final settlement and he does not wish to proceed. The statement of Shri Rajinder Singh Dahiya, representative of the workmen has been recorded. He admits the application forwarded by the management bears the signatures of the workman. Shri Rajinder Singh states that the workman has not been contacted nor has he given him any instructions. In view of the application which admittedly bears the signature of the workman, I hold that the dispute between the parties has been mutually settled and the workman is not entitled to any relief. I give my award accordingly. No order as to costs.

P. N. THUKRAL,

Presiding Officer,
Labour Court, Haryana, Rohtak.

Dated 6th May, 1971.

No. 783, dated Rohtak, the 6th May, 1971.

Forwarded (four copies) to the Secretary to Government, Haryana, Labour and Employment Departments, Chandigarh, as required under sub-section 15 of the Industrial Disputes Act, 1947.

P. N. THUKRAL,

Presiding Officer,
Labour Court, Haryana, Rohtak.